

RECEIVED

03 JAN 16 AM 11 20

January 15, 2003

TN REGULATORY AUTHORITY
DOCKET ROOM

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

**RE: Docket Number 02-01317
Interconnection Agreement – Frontier and Cingular**

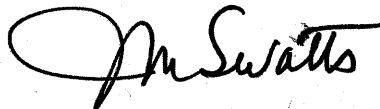
Dear Chairman Kyle:

Enclosed are an original and 14 copies of an Acknowledgement Letter to the Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and BellSouth Personal Communications, LLC d/b/a Cingular Wireless. The purpose of the acknowledgement letter is to make some minor corrections to the initial agreement that is still pending TRA approval.

Please stamp as received the additional copy and return it in the enclosed envelope.

If you have any questions, please call me at 304-325-1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director

Enclosure

RECEIVED

JAN 16 2003

SARA KYLE, COMMISSIONER
TN PUBLIC SERVICE COMM.

**ACKNOWLEDGEMENT LETTER TO THE
INTERCONNECTION AND TRAFFIC INTERCHANGE
AGREEMENT FOR CELLULAR and OTHER 2-WAY MOBILE
RADIO SERVICES**

This is an acknowledgement letter executed by both Parties to revise the Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services (the "Agreement") between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee, LLC ("Citizens") and BellSouth Personal Communications, LLC d/b/a Cingular Wireless ("Carrier"), is made this 2nd day of January, 2003. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on October 16, 2002 and submitted for approval by the Tennessee Regulatory Authority.

Citizens and Carrier desire to revise the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

- 1) Revise existing Agreement to remove language on Page 4 in Section 2.7.1 which states: Citizens is agreeable to the proposed language change in Section 2.7.1.
- 2) Revise existing Agreement to remove language on Page 4 in Section 2.9.1 which states: Citizens is agreeable to the proposed language change in Section 2.9.1
- 3) Revise existing Agreement to remove language on Page 4 in Section 2.10 which states the following:
Citizens does not agree with this language change in Section 2.10.1 We will need to discuss. This is a LEC requirement. No wireless carrier can meet this standard. Your cell phone will never work 99.9% of the time. (Sun, wind, leaves, elevation...can affect the service) It needs to either be Citizens or not in here at all.

Please replace Page 4 with the following page within the existing Agreement.

All other terms and conditions of the Agreement will remain in full force and effect.

For Carrier:

BellSouth Personal Communications, LLC d/b/a
Cingular Wireless

By: Michael F. VanWeelden

Typed: MICHAEL F VAN WEELDEN

Title: Director Wholesale Services

Date: 1/6/03

For Citizens:

Citizens Company of Tennessee, LLC d/b/a Frontier
Communications of Tennessee, LLC.

By: Kim Cook

Typed: Kim Cook

Title: Director-Carrier Services

Date: 1/10/03

2.7 Sizing and Structure of Interconnection Facilities

2.7.1 The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual, non-binding forecasts and sound engineering practice, as mutually agreed to by the Parties.

2.7.2 The electrical interface at Points of Interconnections (POIs) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end. Citizens will charge DS3/DS1 multiplexing charges according to Citizens FCC #1 Tariff.

2.7.3 Citizens and Carrier will engineer all Traffic Exchange Trunks using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

2.8. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Citizens internal customer demand.

2.9 Trunk Forecasting

2.9.1 The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this contract. Forecasts will be non-binding. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request. Citizens preference is a semi-annual forecast covering the following 24-month period.

2.10 Grade of Service

2.10.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

2.10.2 Each Party will advise the other of any critical nature of the interoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party will use its best efforts to expedite the clearance of trouble.